REQUEST FOR QUOTATIONS		THISRFQ [ ]IS [X]ISNO	THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES			
(T	HIS IS NOT AI	N ORDER)					1	14	
1. REQUES N65540-06-		2. DATE ISSUED 21-Nov-2005	3. REQUISITION/PURCE REQUEST NO.	IASE	Uì	ERT. FOR NAT. DEF. NDER BDSA REG. 2	RATING		
5a. ISSUED		21-1100-2005	SEE SCHEDULE			ND/OR DMS REG. 1			
NAVAL SURF CODE 3353, I 5001 SOUTH	NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3353, DAVID DENNISON 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403				6. DELIVER BY (Date)  SEE SCHEDULE				
					7. DELI				
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)					—[X]		OTHER (See Sche	idula)	
DAVID L. D	ENNISON	ALL. (Name and 1et	215.897.14	94	'	DESTINATION	(Bee Bine)	uuie)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE					NAVAL S RECEIVI NAVAL B 1601 LAN	9. DESTINATION (Consignee and address, including ZIP Code) NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER, FISC NAVAL BUSINESS CENTER 1601 LANGLEY AVE, BLDG 542 E PHILADELPHIA PA 19112-5051 TEL: FAX:			
10. PLEASI	E FURNISH OU	OTATIONS TO TI	HE ISSUING OFFICE IN BLO	CK 5a ON OR BEFO	ORE CLOS	E OF BUSINESS:			
(Date)	09-Dec-2005		and and of the fire fire	on on on but	ord chod	DOI DOMINESS.			
it to the addres contract for sup	s in Block 5a. This oplies or services.	request does not comm	nuotations furnished are not offers. In it the Government to pay any costs i origin unless otherwise indicated b	ncurred in the preparation	on of the subn	ission ofthis quotation or to			
		11. SC	HEDULE (Include applicabl	le Federal, State, an	d local tax	es)			
ITEM NO. (a)		SUPPLIES/SE (b)	RVICES	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)		AMOUNT (f)	
	SEE	E SCHEDI	JLE						
12. DISCOU	NT FOR PRON	IPT PAYMENT	a. 10 CALENDAR DAYS	b. 20 CALENDAI		c. 30 CALENDAR DAYS		LENDAR DAYS	
NOTE: Add	itional provin	one and names	tations [ ] are [ ] are no	l	%	<u> </u>	% <i>No</i> .	%	
NOTE: Additional provisions and representations [ ] are [ ] are no 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)					N AUTHORIZED TO		15. DATE OF QUOTATION		
								LEPHONE NO. clude area code)	

# Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 4	UNIT Each	UNIT PRICE	AMOUNT
	AN/BRD-7 INNER MAS'	Τ			
	ITEM NAME	IBLIES NO.2 WIT 148N,AND ITEMS	TH ADAPTER S 1 AND 2 OF	ASSEMBLY NO.22	
				NET AMT	
ITEM NO 0002	SUPPLIES/SERVICES TECHNICAL DATA FFP	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	TECHNICAL DATA TECHOE: Destination NSN: 0000LC3353000 PURCHASE REQUEST			M 1423 ENCL.(2)	
				NET AMT	

### Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government

# Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	120 dys. ADC	4	NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER, FISC NAVAL BUSINESS CENTER 1601 LANGLEY AVE, BLDG 542 E PHILADELPHIA PA 19112-5051 FOB: Destination	N65540
0002	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65540

Section G - Contract Administration Data

Section I - Contract Clauses

#### CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. Destination NOV 1991

#### CLAUSES INCORPORATED BY FULL TEXT

- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 326199.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern," means a small business concern --
- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

- (a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--
- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.
- (c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.
- (d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
- (e) If this contract is to be performed outside the Untied States and its outlying areas, the words `Government" and `Government-furnished" (wherever they appear in this clause) shall be construed as `United States Government" and `United States Governmen-furnished," respectively.

(End of clause)

#### 52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (JUL 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses that are incorporated by reference:
  - (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
  - (2) Listed below are additional clauses that apply:

- (i) 252.204-7003, Control of Government Personnel Work Product (Apr 1992)
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 252.232-7010 Levies on Contract Payments (SEP 2005)
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 252.243-7001 Pricing of Contract Modifications (Dec 1991)
- (vii) 52.244-6, Subcontracts for Commercial Items (Dec 2004).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR and DFARS clauses, incorporated by reference, unless the circumstances do not apply:
  - (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 252.225-7001, Buy American Act and Balance of Payments Program (Jun 2005) (Applies to all contracts for supplies unless an exception is authorized by DFARS 225.1101(2)(i) through (iv).
- (ix) 252.225-7013, Duty-Free Entry (Apr 2003) (Applies to all contracts for supplies except for those supplies that will not enter the customs territory of the United States).
- (x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xii) 252.247-7023, Transportation of Supplies by Sea (May 2002) Alternate III (May 2002) (Applies when transporting any supplies by sea under this contract.)
  - (2) Listed below are additional clauses that may apply:
- (i) 52.204-7, Central Contractor Registration (Oct 2003) (Applies to all contracts unless an exception is authorized by FAR 4.1102(a).)
  - (ii) 252.204-7004, Alternate A (Nov 2003) (Applies if FAR 52.204-7 is applicable.)
- (iii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).
- (iv) 52.211-5 Material Requirements (Aug 2000) (Applies to contracts for supplies that are not commercial items).
  - (v) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
- (vi) 252.225-7002, Qualifying Country Sources as Subcontractors (Apr 2003) (Applies if the contract is subject to the DFARS clause 252.225-7001, Buy American Act and Balance of Payments Program (see (b)(1)(viii) above)).
  - (vii) 52.243-1, Changes--Fixed Price (Aug 1987) (Applies to fixed-price contracts for supplies).

- (viii) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate I (Apr 1984) (Applies to fixed price contracts for services, other than architect-engineer or other professional services, and no supplies are to be furnished).
- (ix) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate II (Apr 1984) (Applies to fixed price contracts for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished).
- (x) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate V (Apr 1984) (Applies to fixed price contracts for research and development).
  - (xi) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).
  - (xii) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (xiii) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (Applies if the contract amount is expected to be over \$2,500 and the contract is subject to the clause 52.222-41, "Service Contract Act of 1965, As Amended" (see (b)(1)(vi) above)).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses - http://www.arnet.gov/far/ DFARS clauses - http://www.acq.osd.mil/dp/dars/dfars.html

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.232-36 Payment by Third Party (May 1999)

- (a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.
- (b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.
- (c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.
- (d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.
- (e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.
- (f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not

provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Your quotation must include the following information:
Price list number and date
or
Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.
or
Applicable General Services Administration (GSA) contract number.
If unable to quote FOB, Destination, please complete the following:
FOB Point
Estimated Shipping Charge
Business size:
Large Small Nonprofit

#### **ELIGIBILITY REQUIREMENTS**

Cage Code \_\_\_\_\_

Tax Identification Number (TIN)

(End of clause)

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at: http://www.ccr.gov/

#### ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at http://www.adobe.com/products/acrobat/readstep.html

1 Tovide the following in	normation mat will be us	sed to make electronic distribution for any resultant contract.
Name of Point of Conta Distribution	ct to Receive	
Phone Number for Point	t of Contact	
E-Mail Address for Rec	eipt of Distribution	
USE OF THE GOVERNM	MENT-WIDE COMMEI	RCIAL PURCHASE CARD
Will you accept the Gov services.	ernment-wide Commerc	rial Purchase Card as a method of purchasing supplies and/or
Yes	No	
Will you accept the Gov	ernment wide Commerc	ial Purchase Card as a method of payment for your invoice.
Yes	No	
DUTY FREE ENTRY		
Will any materials being	shipped to the Government	nent require a duty-free entry certificate for foreign supplies.
Yes	No	
If yes, please include do	ollar amount \$	_
		o this solicitation only when the solicitation includes the clause quisitions (Other Than Commercial Items)
52.204-8 Annual Represe	ntations and Certification	ns (Jan 2005)
this provision applies. (2) If the clause at 52.2 has completed the ORCA	204-7 is not included in a electronically, the offer representations and certifications.	ctor Registration, is included in this solicitation, paragraph (b) of this solicitation, and the offeror is currently registered in CCR, and or may choose to use paragraph (b) instead of completing the ifications in the solicitation. The offeror shall indicate which option
[ ] (i) Paragraph (b)	applies.	
[ ] (ii) Paragraph (b) certifications in the solici		offeror has completed the individual representations and
Representations and Certification, the currently posted electronic	ifications Application (C offeror verifies by submically have been entered	entations and certifications electronically via the Online ORCA) website at http://orca.bpn.gov. After reviewing the ORCA hission of the offer that the representations and certifications or updated within the last 12 months, are current, accurate, adding the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR
4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number,
title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are
current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
			_
			_
			_
A	23-31-31-60 1: 11 - 1: 1:		_
representations ar	ided by the offeror are applicable to this solid descriptions posted on ORCA.	citation only, and do not resu	It in an update to the
(End of provision			

# CONTENTS

PART IS	UPPLIES AND SERVICES
PART IID	ESCRIPTION OR SPECIFICATION
PART IIIC	QUALITY ASSURANCE
PART IV	NSPECTION AND ACCEPTANCE
PART V	PACKING AND PACKAGING
PART VI	TIME OF DELIVERY
PART VII	GOVERNMENT FURNISHED MATERIAL

# PART I

# **SUPPLIES AND SERVICES**

<u>ITEM</u>	SUPPLIES AND SERVICES	QUANTITY
0001	AN/BRD-7 (688) Inner Mast Fairing Assembly No. 2; with Adapter Assembly No. 22 IAW Dwg. SS-128-4491148N and Specification 963-100A and painted IAW NAVSEA SE110-BK-MMO-010 Chapter (8)	4 Each
0002	Technical Data, DD Form 1423, (Enclosure 2)	1 Lot

#### PART II DESCRIPTION OR SPECIFICATION

### **ITEM 0001**

- 1. The AN/BRD-7 (688) Inner Mast Fairing to be delivered under Item 0001 shall be in accordance with Drawings SS-128-4491148-N Assembly No. 2, NSWCCD Specification 963-100A and Quality Assurance Requirements herein.
- 2. The contractor will supply the following:
  - a. Drawing SS-128-4491148-N , Assembly No. 2, (c/o pieces 11, 12, 18 (qty of 8), 19, 23, 24, 27 and 28)

#### Note: Detail C-7

- 1. The .516 Diameter thru holes to be drilled for piece 18, are to be located 43 3/4" from the top of the inner mast (qty 4) & 1/2" up from the counterbore (qty.4)
- 2. Piece 27 & 28 to be installed in accordance with Detail A-7.
- 3. The contractor shall provide two (2) of the AN/BRD-7 (688) Inner Mast with the Upper Adapters **installed** and two (2) AN/BRD-7 (688) Inner Mast with the Upper Adapters (in box) **not installed**. All parts are to be assembled and tested and painted in accordance with Dwg. SS-128-4491148N & NAVSEA SE110-BK-MMO-010 Chapter (8).
- 4. Item 0001 shall be serialized LDS17, LDS18, LDS19 & LDS20

### **ITEM 0002**

1. The Technical Data shall be provided in accordance with DD Form 1423, (Enclosure 2).

### NOTE:

A First Production Bend Test will be required for first time manufacturers of Item 0001. The First Production Bend test will be performed in accordance with Specification 963-100A and Specification 962-100B, Paragraph 4.4.6.

#### QUALITY ASSURANCE REQUIREMENTS

- 1. Contractor's Quality/Inspection System:
  - The contractor shall provide and maintain a written inspection system, which will assure that all a. supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division - Philadelphia Site, Naval Business Center, 4700 S. Broad Street, Phila., PA 19112-5083, Attn. Code 9613, via the DCMC, fifteen (15) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division - Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 quality system will be deemed acceptable under this provision.
  - b. The Quality/Inspection System shall include the following:
    - 1) Document Control
    - 2) Design Control
    - 3) Purchasing
    - 4) Control of Customer Supplied Material (Government Furnished Material)
    - 5) Product Identification and Traceability
    - 6) Process Control
    - 7) Inspection and Testing
    - 8) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1.
    - 9) Inspection and Test Status
    - 10) Control of Nonconforming Product
    - 11) Corrective/Preventative Action
    - 12) Handling, Storage, Packaging, and Delivery
    - 13) Internal and External Audits
    - 14) Records.
    - 15) Controls to assure that requirements of this contract are invoked on subcontractors and the contractor verifies implementation by subcontractors..

#### 2. Procedures:

- a. The contractor shall furnish the following procedures:
  - 1) An inspection plan. This document shall contain as a minimum:
    - a) Step-by-step method with inspection/verification points.
      - (1) Part Name.
      - (2) Identification of each characteristic to be inspected.
      - (3) Acceptance and reject criteria.
      - (4) Actual dimension recordings.
  - 2) Straightness test procedure, and/or optical alignment procedure. The procedure shall contain as a minimum:
    - a) Straightness Requirements.
    - b) Alignment Requirements.
    - c) Equipment List.

- d) Step-by-step Method.
- e) Set up.
- f) Method of Obtaining Readings.
- g) Reading Locations on the Unit.
- h) Recording of Test Results.
- 3) First Production/Production bend test procedure (as necessary). The procedure shall contain as a minimum:
  - a) Test Requirements.
  - b) Equipment List.
  - c) Step by Step Method.
  - d) Set-Up
  - e) Post Test Inspection Criteria.
  - f) Post Test Inspection Results.
- 4) Wall Thickness measurement procedure. The procedure shall contain as a minimum:
  - a) Wall Thickness Requirements.
  - b) Equipment List.
  - c) Step by Step Method.
  - d) Set-Up
  - e) Location of Readings.
  - f) Recording test results and converting the results into a total readout graph and thickness chart.
- SSES prior to performing any repairs on components/assemblies to be presented to the government for acceptance and use. The procedure shall include:
  - a) Repair Area
  - b) Repair Method
  - c) Step by Step Repair Process
  - d) Test Requirements
  - e) Acceptance Criteria
- 6) Visual..
- 3. Records:
- a) For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the component/assembly:.
- 2) For Contractor-Furnished Raw Material:
  - a) For contractor-supplied material, the contractor shall supply documented verification of raw material by alloy families using simple, direct and rapid analysis methods or a combination of methods (e.g., visual, hardness test, magnetic properties test, acid spot tests, and metal comparator tests).
- 3) Copies of other test reports showing the results of:
  - a) Optical Alignment
  - b) Straightness Inspection
  - c) Wall Thickness Inspection
  - d) Tests Coupon Testing
  - e) Insert pullout test under Drawing SS-128-4491148 and SPI #3059. This test is to be accomplished prior to installation of piece 28.

- 4) The inspection records shall show the results of every dimension inspected and shall include the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. Recording the results of dimensional inspections on a configuration facsimile of the component as shown on the applicable drawing is an acceptable OQED.
  - a) ACTUAL measurements are required for the following characteristic:
    - (1) Dimensions with a tolerance of +/- .005 or less"
    - (2) Straightness of .010" per foot or less
    - (3) Geometric characteristics (forms, profile, orientation, location, run out, etc.) with a tolerance of .010" or less
    - (4) Finishes 32 or less.
    - (5) Angles  $\pm \frac{1}{2}$  degree or less
    - (6) Torque Records
      - (a) Torque of records shall include: Torque wrench/device serial number, range, calibration date and identification of lubricants.
  - b) Class 2 Threads shall be inspected in accordance with ASME B1.3, System 21 requirements and Class 3 threads or higher shall be inspected in accordance with ASME B1.3, System 22 requirements.
  - c) Sampling inspection is permitted under this contract. A sampling plan identifying the parts and the sample size must be submitted to NSWCCD-Phila code 9613 for approval prior to completion of inspection..
  - d) Repair OQE of components/assemblies shall include:
    - (1) Repair Procedure
    - (2) Description of Defect
    - (3) Location
    - (4) Method of Repair
    - (5) Inspection Results
  - e) Complete inspection report showing the results of visually inspecting O-rings used in the assembly. This report shall have attached the individual O-ring packages that the O-rings were supplied in and shall show the cure date of each O-ring.
  - f) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show: contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if Level I.
  - g) Documented list of all material used in each finished and delivered assembly. A qualification summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product quality. The contractor will supply certifications summary sheet blanks, used by the contractor.
  - h) Records for each assembly, component, delivered item shall identify the inspection, measuring or test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.
    - (1) Inspection Forms: Contractor shall utilize the following inspection forms for reporting test data:

- (2) NSWCCD Form 104-17-029, Inner Mast Dimensional and Straightness Measurements
- (3) NAVSHIPS 4646
- (4) NAVSHIPS 4647
- b. Special Requirements identified in Delivery Orders..

#### 4. Mercury Exclusion Clause:

- a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) i.a.w. NAVSEAINST 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.
- b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F +5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.1 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.
- c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA.
- d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.
- e. The contractor is required to certify via a certificate of compliance that:
  - 1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
  - 2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.

The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

#### **PART IV**

#### INSPECTION AND ACCEPTANCE

- a. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
- b. Representatives of an assigned Contract Administration Office (CAO) shall make inspection of the supplies and services to be furnished hereunder, at the contractor's or subcontractor's plant (source).
- c. Due to the critical nature of this material, a representative of NSWCCD, Code 9613, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, when material is ready for inspection so NSWCCD has the option of conducting a quality assurance surveillance on the material at the contractor's plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
- d. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD.
- e. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
- f. Requests for engineering changes shall be submitted using MIL-STD-973 as a guide. Request for government acceptance of non-conforming material shall be submitted using a QA FORM 12 Modified "Departure from Specifications (DFS) form. Classification of major or minor waivers or deviations shall be in accordance with NAVSEAINST 5400.95C.
- g. Final acceptance will be performed by NSWCCD, Philadelphia. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

# PART V

#### PACKING AND PACKAGING

### **ITEM 0001**

- 1. The AN/BRD-7 Inner Mast Fairings to be furnished shall be packed in accordance with MIL-STD-2073-1B, Level B and delivered in an individual shipping crate. The shipping crate shall become property of the Government. Marine exterior grade plywood, marine exterior grade plywood with exterior grade glue, or pine wood are the only woods that can be used in the manufacturing of AN/BRD-7 Inner Mast Fairing shipping crates.
- 2. The shipments shall be marked in accordance with MIL-STD-129L with the following information on the exterior surfaces of the containers:
  - a. Nomenclature (System, Class)
  - b. Drawing and piece numbers
  - c. Serial Number

### **PART VI**

### TIME OF DELIVERY

### **ITEM 0001**

Delivery of Item 0001 is required 120 days after award of contract.

### **ITEM 0001**

- Shall be delivered to:

Carderock Division Naval Surface Warfare Center (NSWCCD) Philadelphia Naval Business Center, Building 1000 5101 South 18<sup>th</sup> Street Philadelphia, PA. 19112-5083 ATTN: Donna Lamaine, Code 96141

### **ITEM 0002**

Delivery of the technical data shall be delivered in accordance with the attached DD FORM 1423.

### **PART VII**

### **GOVERNMENT FURNISHED MATERIAL**

- 1. The Government shall furnish the contractor for use in connection with the contract the material set forth below:
  - a. Only material listed below in the quantity shown will be furnished by the Government and will be available as specified herein after award of contract. Pick-up of Government furnished material by contractor shall be at building 1000, Philadelphia Naval Business Center, 5101 South 18<sup>th</sup> Street or at a place otherwise designated. Such material shall be subject to the clause of this contract entitled "Government Furnished Property". All other material required in the performance of this contract shall be furnished by the contractor.
  - b. Contractor must notify the contracting officer within (24) twenty-four hours after picking up the Government Furnished Material, that material has been received and no shortages exist. In the event of shortages, an itemized list must be submitted with-in the twenty-four (24) hour period.

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# **CONTRACT DATA REQUIREMENTS LIST**

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